

MOU BETWEEN MCBH AND DLNR



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MARINE CORPS BASE HAWAII  
AND  
STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES**

**M00318-09-B-16-001**

This is a Memorandum of Understanding (MOU) between Marine Corps Base Hawaii (MCBH) and the State of Hawaii Department of Land and Natural Resources (DLNR) for the staging of a DLNR patrol boat and two jet skis aboard MCBH, Kaneohe Bay. When referred to collectively, the term "parties" include MCBH and DLNR.

1. **BACKGROUND.** This MOU replaces the DLNR and MCBH MOU that was signed on 19 May 1997, which allowed DLNR quick access to a patrol boat. Law enforcement involving recreational vessels on State of Hawaii waters in and near Kaneohe Bay is the primary responsibility of DLNR.

2. **PURPOSE.** This MOU formalizes the relationship between MCBH and DLNR for the support of DLNR at MCBH, Kaneohe Bay.

3. **RESPONSIBILITIES OF THE PARTIES**

3.1. **MCBH will:**

3.1.1. Provide berthing for one DLNR patrol boat and two (2) jet skis at Waterfront Operations (Ops). This may be in the form of a slip, buoy, anchorage, etc. Also provide parking space for one vehicle and a trailer.

3.1.2. Provide base access passes for the patrol boat crew, if required.

3.2. **State of Hawaii, DLNR will:**

3.2.1. Be responsible for damages or injuries caused by the State's officers and employees in the course of their employment to the extent that the State's liability for such damage or injury has been determined by a court or otherwise agreed to, by the State. The State shall pay for such damage and injury to the extent permitted by law. The State shall use reasonable good faith efforts to pursue any approvals from the Legislature and the Governor that may be required to obtain the funding necessary to enable the State to perform its obligations or cover its liabilities hereunder. The State shall not request the United States, the Department of the Navy or MCB Hawaii to indemnify the State for, or hold the State harmless from, any claims for such damages or injury.

3.2.2. Comply with all applicable MCBH regulations and

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directives.

3.2.3. All vehicles, hand-carried items, and persons are subject to search upon entering/exiting the installation. Random searches are conducted at gates during increased security or force protection conditions and when deemed appropriate by the Commanding Officer.

3.2.4. Provide vessel registration numbers to Waterfront Ops Officer for the vessels stored at Waterfront Ops.

3.2.5. Reimburse MCBH for any loss or damage to Federal property caused by State of Hawaii personnel or property incident to the provisions of this agreement. DLNR's financial obligation and commitment to make payments or reimbursements of any kind under this MOU shall be contingent upon the availability and allotment by the Director of the Department of Budget and Finance of public funds to the Department of Land and Natural Resources to make such payment or reimbursement.

3.2.6. Conduct singular operations.

3.2.6.1. Navy and Marine Corps vessels and personnel will not participate in boating safety patrols or search and rescue patrols initiated by DLNR.

3.2.6.2. Navy and Marine Corps vessels and personnel will not participate in law enforcement activities. Violations of safety rules, boating casualty reports, and investigations will be referred to the 14th Coast Guard District.

#### 4. GENERAL PROVISIONS

4.1. REVIEW OF AGREEMENT. This MOU will be reviewed annually on or around the anniversary of its effective date for any changes.

4.2. MODIFICATION. This agreement may only be modified by mutual written consent of the Parties.

4.3. DISPUTES. Any disputes relating to this MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

4.4. TERMINATION OF AGREEMENT. This MOU may be terminated at will by either Party by giving at least 90 days written notice to the other Party. The MOU may also be terminated at any time upon the mutual written consent of the Parties.

MOU BETWEEN MCBH AND DLNR

4.5. TRANSFERABILITY. This Agreement is not transferable except with the written consent of the Parties.

4.6. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOU embodies the entire agreement between the Parties regarding the MOU's subject matter.

4.7. EFFECTIVE DATE. This MOU takes effect on the day after the last Party signs.

4.8. EXPIRATION DATE. This agreement expires 9 years after the date of the last signature.

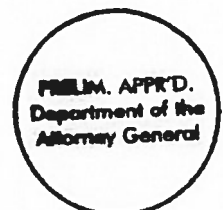
AGREED:

(b) (6) 30 June 2017  
DATE

(b) (6) 1/12/17  
DATE

APPROVED AS TO FORM:

(b) (6)



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES AND  
MARINE CORPS BASE HAWAII

1. PURPOSE: This Memorandum of Understanding (MOU) establishes support rendered to the State of Hawaii, Department of Land and Natural Resources (DLNR), by Marine Corps Base Hawaii (MCBH).

2. SCOPE: This agreement pertains to the staging of a DLNR patrol boat and crew aboard MCBH at Kaneohe Bay.

3. BACKGROUND: Law enforcement involving recreational vessels on State of Hawaii waters in and near Kaneohe Bay is the primary responsibility of DLNR. Transporting DLNR patrol boats to Kaneohe Bay by trailer is inefficient. DLNR has requested authority to stage a patrol boat and crew at MCBH, Kaneohe Bay.

4. GENERAL

a. MCBH will:

(1) Provide berthing for one DLNR patrol boat. This may be in the form of a slip, buoy, anchorage, etc. Also provide parking space for one vehicle and trailer.

(2) Provide base entrance passes for the patrol boat crew, if required.

b. State of Hawaii, DLNR will:

(1) Comply with all applicable MCBH regulations and directives.

(2) Sign a "Hold Harmless" agreement which releases MCBH and the Federal Government from all responsibility for loss or damage incurred to State property located on MCBH and for any injury or death suffered by State of Hawaii personnel which might occur incident to the provisions of this agreement.

(3) Agree to reimburse the Federal Government for any loss or damage to Federal property caused by State of Hawaii personnel or property incident to the provisions of this agreement.

(4) Conduct singular operations.

(a) Navy and Marine Corps vessels and personnel will not participate in boating safety patrols or search and rescue patrols initiated by DLNR.

(b) Navy and Marine Corps vessels and personnel will not participate in law enforcement activities. Violations of safety rules, boating casualty reports, and investigations will be referred to the 14th Coast Guard District.

5. EFFECTIVE DATE: This agreement shall become effective on the date of the last signature and shall remain in effect indefinitely.

6. REVIEW: This agreement will be reviewed annually or at the request of either party to facilitate changes or modifications required to conform to existing conditions. Amendments to, or termination of, this agreement will be made by written correspondence after negotiation between the parties.

(b) (6)

16 May 1997  
Date

By Direction of the Commanding General

(b) (6)

May 19, 1997

Date

Department of Land and Natural Resources  
State of Hawaii